



ATF
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Docket No.: KCC-15,891

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Daniel K. SCHIFFER)
Steven R. STOPPER)
Serial No.: 10/036,106) Group No.: 1771
Filed: 09 November 2001) Examiner: A. Sperty
Title: BIODEGRADABLE BREATHABLE)
FILM AND LAMINATE)
Customer No.: 35844)

TERMINAL DISCLAIMER

Mail Stop AF
Commissioner For Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

Your Petitioner, Kimberly-Clark Worldwide, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at 401 North Lake Street, Neenah, Wisconsin, represents that it is the owner of the entire right, title and interest in and to application Serial No. 10/036,106, filed 09 November 2001, entitled BIODEGRADABLE BREATHABLE FILM AND LAMINATE, by assignment from the inventors, recorded at Reel 012783, Frame 0635 in the United States Patent and Trademark Office, on 08 April 2002.

Your petitioner, Kimberly-Clark Worldwide, Inc., hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend

I hereby certify that this correspondence (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

25 March 2005

25 March 2005

Date

Marshall J. Peterson

Signature

KCC-1141

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MJP/mrc

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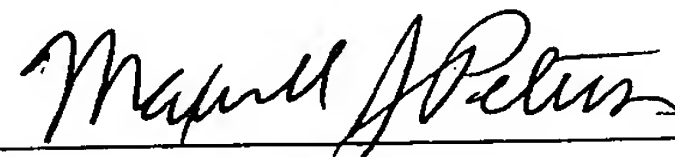
beyond the expiration of U.S. Patent No. 6,838,403, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to the above-identified patent application shall be the same as the legal title to U.S. Patent No. 6,838,403, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I, the undersigned, have reviewed all the documents in the chain of title of the above-identified application and to the best of my knowledge and belief, title is in the petitioner, Kimberly-Clark Worldwide, Inc.

The required fee for the Terminal Disclaimer in the amount of \$130 is enclosed. Please charge any additional amount owed, or credit any overpayment, to Deposit Account No. 19-3550.

Respectfully submitted,



Maxwell J. Petersen
Registration No. 32,772
Attorney Of Record for
Kimberly-Clark Worldwide, Inc.

Pauley Petersen & Erickson
2800 West Higgins Road, Suite 365
Hoffman Estates, Illinois 60195
PHONE (847) 490-1400 FAX (847) 490-1403